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T.R.A. DOCKET ROOM

October 25, 2005

VIA HAND DELIVERY

Hon Ron Jones
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

Re. *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc and ITC^DeltaCom Communications, Inc d/b/a ITC^DeltaCom Communications, Inc d/b/a ITC^DeltaCom d/b/a Grapevine Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*
Docket No 05-00295

Dear Chairman Jones:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom d/b/a Grapevine and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated April 24, 2001. The Amendment adds Virtual Collocation USOCs to the Agreement.

Thank you for your attention to this matter

Sincerely yours,

Guy M Hicks

cc ITC^DeltaCom Communications, Inc., d/b/a ITC^DeltaCom d/b/a Grapevine, Regulatory Department

4. Pursuant to Section 252(e) of the Telecommunications Act of 1996, ITC^DeltaCom and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties are authorized to submit this Amendment to the TRA for approval.

5. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and ITC^DeltaCom within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

6. ITC^DeltaCom and BellSouth aver that the Amendment is consistent with the standards for approval.

7. Pursuant to 47 USC Section 252(i) and 47 C.F.R. Section 51.809, BellSouth shall make available the entire Interconnection Agreement approved pursuant to 47 USC Section 252.

ITC^DeltaCom and BellSouth respectfully request that the TRA approve the Amendment between the parties.

This 25th day of Oct, 2005.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

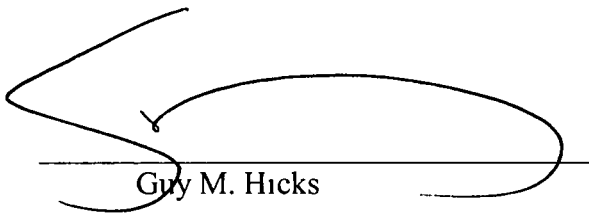
By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendment to the Interconnection Agreement on the following via United States Mail on the 25th day of Oct, 2005:

ITC^DeltaCom Communications, Inc.
d/b/a ITC^DeltaCom d/b/a Grapevine
Regulatory Department
7037 Old Madison Pike, Suite 400
Huntsville, AL 35802


Guy M. Hicks

**Amendment to the Agreement
Between
ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom d/b/a Grapevine
and
BellSouth Telecommunications, Inc.
Dated August 15, 2004**

Pursuant to this Amendment, (the "Amendment"), ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom d/b/a Grapevine, ("ITC^DeltaCom"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated August 15, 2004 ("Agreement") to be effective on date of last signature.

WHEREAS, BellSouth and ITC^DeltaCom entered into the Agreement on August 15, 2004, and;

WHEREAS, BellSouth and ITC^DeltaCom have entered into good faith negotiations pursuant to the Act to negotiate an interconnection agreement ("New Interconnection Agreement") to replace the existing interconnection agreement between the Parties, which expired June 30, 2003 ("Expired Interconnection Agreement"); and

WHEREAS, until such time as the Parties execute the New Interconnection Agreement, BellSouth and ITC^DeltaCom shall continue to operate under the rates, terms and conditions of the Expired Interconnection Agreements; and

WHEREAS, BellSouth and ITC^DeltaCom are currently involved in an arbitration proceeding (the "Arbitration") before the Tennessee Regulatory Authority to resolve any and all disputes which arose during the course of the negotiations; and

WHEREAS, BellSouth and ITC^DeltaCom desire to add Virtual Collocation Cross Connect rates to the agreement;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to agree to add the rates contained in Exhibit 1, attached hereto and incorporated herein by this reference.
2. All of the other provisions of the Agreement, dated August 15, 2004, shall remain in full force and effect.
3. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: 

Name: Kristen E. Shore

Title: Director

Date: 9/13/05

**ITC^DeltaCom Communications, Inc. d/b/a
ITC^DeltaCom d/b/a Grapevine**

By: 

Name: TERRY WATTS

Title: VP

Date: 9-12-05

ITC^DeltaCom TN Virtual Collocation Amendment

[CCCS Amendment 2 of 3]

[CCCS Amendment 2 of 3]

COLLOCATION - Tennessee																
CATEGORY	RATE ELEMENTS	Interf m	Zone	BCS	USOC	RATES(\$)						Attachment 4 Exh B				
						Rec	Nonrecurring		Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l	Incremental Charge - Manual Svc Order vs. Electronic- Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic- Disc Add'l
							First	Add'l								
VIRTUAL COLLOCATION																
	Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)															
				UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCXX	UEAC2	0.57	11.62	9.90	10.38	8.66		2.07	2.81	0.67	1.41	
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.57	11.81	10.04	10.44	8.67		2.07	2.81	0.67	1.41	
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPOX	CNC1X	1.32	32.22	17.76	10.46	8.75		2.07	2.81	0.67	1.41	
	Virtual collocation - Special Access & UNE, cross-connect per DS1			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCXX, ULDD3, U1TS1, ULDS1, UDLX, UNLD3	CND3X	12.32	29.97	16.30	12.03	8.99		2.07	2.81	0.67	1.41	
	Virtual collocation - Special Access & UNE, cross-connect per DS3			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	3.03	41.56	29.82	12.96	10.34		2.69	2.69	1.56	1.56	
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	6.08	50.53	38.78	16.97	14.35		2.69	2.69	1.56	1.56	
	Virtual Collocation - 4-Fiber Cross Connects			AMTFS	VE1CB	0.0013										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0019										
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			UEPSX, UEPSB, UEPSE, UEFSP, UEPSR, UEPC2, UEPDD, UEPEX	VE1R2 VE1R4	0.57	11.62	9.90	10.38	8.66		20.35	10.54	13.32	1.40	
	Virtual Collocation 2-Wire Cross Connect, Port					0.57	11.81	10.04	10.44	8.67		20.35	10.54	13.32	1.40	
	Virtual Collocation 4-Wire Cross Connect, Port					0.57	11.81	10.04	10.44	8.67		20.35	10.54	13.32	1.40	
Note Rates displaying an "I" in Interim column are interim as a result of a Commission order																